



**Nipomo Community Services District  
REGULAR MEETING  
AGENDA**

- E. ADMINISTRATIVE ITEMS (The following may be discussed and action may be taken by the Board.)
  - E-1) CONSIDER PROPOSED WATER CONSERVATION PROGRAM, POLICY, AND BUDGET [RECOMMEND APPROVAL]
  - E-2) AUTHORIZE EXTENSION OF TERM OF THE FRANCHISE AGREEMENT WITH SOUTH COUNTY SANITARY THROUGH JUNE 19, 2008 TO COINCIDE WITH TERMS OF AGREEMENT WITH COUNTY (NO RATE INCREASE) [RECOMMEND APPROVAL]
  - E-3) DETERMINE CLOSURE DATE FOR RECEIPT OF COMMENTS ON WATERLINE INTERTIE PROJECT DRAFT ENVIRONMENTAL IMPACT REPORT [RECOMMEND APPROVAL]
  - E-4) CREATE STANDING COMMITTEE TO TRACK PREPARATION OF WATERLINE INTERTIE PROJECT PRE-DESIGN [RECOMMEND APPROVAL]

F. MANAGER'S REPORT

G. COMMITTEE REPORTS

H. DIRECTOR'S COMMENTS

I. CLOSED SESSION ANNOUNCEMENTS

- 1. CONFERENCE WITH LEGAL COUNSEL Pending Litigation GC§54956.9 SMWWCD VS NCSD SANTA CLARA COUNTY CASE NO. CV 770214 AND ALL CONSOLIDATED CASES.
- 2. CONFERENCE WITH LEGAL COUNSEL Pending Litigation GC§54956.9 MARIA VISTA VS. NCSD CASE NO. CV 040877
- 3. CONFERENCE WITH LEGAL COUNSEL PENDING LITIGATION GOVT. CODE §54956.9 – JESSE HILL (IN PRO PER) V. NCSD CV 060325 AND RELATED LIABILITY CLAIM PURSUANT TO GOVT. CODE §54961.
- 4. CONFERENCE WITH LEGAL COUNSEL PENDING LITIGATION GOVT. CODE §54956.9 - NCSD V. SO. CALIFORNIA GAS CO. ET AL. LC066128
- 5. CONFERENCE WITH LEGAL COUNSEL Pending Litigation GC§54956.9 NCSD vs. COUNTY OF SAN LUIS OBISPO (SUMMIT STATION LAND USE ORDINANCE AND ENVIRONMENTAL IMPACT REPORT)

J. PUBLIC COMMENT ON CLOSED SESSION ITEMS

K. ADJOURN TO CLOSED SESSION

L. OPEN SESSION

ANNOUNCEMENT OF ACTIONS, IF ANY, TAKEN IN CLOSED SESSION

ADJOURN

➤ **THE NEXT REGULAR BOARD MEETING IS JULY 12, 2006.**

**TENTATIVELY SCHEDULED ITEMS INCLUDE:**

- NCS D Public Finance Corporation Annual Meeting
- Water Quality Testing Laboratory Selection

**NIPOMO COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 2006-Ernie**

**A RESOLUTION OF COMMENDATION TO  
ERNEST THOMPSON  
AS HE RETIRES FROM 16 YEARS OF SERVICES TO  
NIPOMO COMMUNITY SERVICES DISTRICT**

**WHEREAS**, Ernest Thompson was employed by the Nipomo Community Services District in the Utility Department on January 6, 1989; and

**WHEREAS**, some sixteen years later, Ernie has chosen to retire; and

**WHEREAS**, Ernie is a well-known and well-respected customer service representative for the Nipomo Community Services District; and

**WHEREAS**, over the past sixteen years, Ernie has diligently served the District and its customers well; and

**WHEREAS**, he affirmed the District's commitment to safety by taking the lead in conducting the monthly safety meetings; and

**WHEREAS**, his dedication to service was above and beyond the call of duty; and

**WHEREAS**, his meticulous attention to details has detected problems before they became large ones; and

**WHEREAS**, Ernie's thoughtfulness, wit, and humor will be missed by all; and

**WHEREAS**, the District wishes to offer sincere appreciation for a job well done.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT, AS FOLLOWS:**

***THE BOARD OF DIRECTORS OF THE  
NIPOMO COMMUNITY SERVICES DISTRICT  
EXTEND TO  
ERNEST THOMPSON  
AN EXPRESSION OF ESTEEM AND GRATITUDE FOR  
SERVING THE DISTRICT FOR THE PAST SIXTEEN (16) YEARS  
AND WISH HIM WELL IN HIS RETIREMENT YEARS.***

The Board unanimously adopted the foregoing resolution on June 28, 2006.

\_\_\_\_\_  
Lawrence Vierheilg, President

\_\_\_\_\_  
Clifford Trotter, Director

\_\_\_\_\_  
Michael Winn, Vice President

\_\_\_\_\_  
Judith Wirsing, Director

\_\_\_\_\_  
Ed Eby, Director

TO: BOARD OF DIRECTORS  
FROM: ED KREINS  
DATE: JUNE 23, 2006



CONSENT AGENDA

The following items are considered routine and non-controversial by staff and may be approved by one motion if no member of the Board wishes an item be removed. If discussion is desired, the item will be removed from the Consent Agenda and will be considered separately.

**Questions or clarification may be made by the Board members  
without removal from the Consent Agenda.**

The recommendations for each item are noted in brackets.

- D-1) WARRANTS [RECOMMEND APPROVAL]
- D-2) BOARD MEETING MINUTES [RECOMMEND APPROVAL]  
APPROVE MINUTES OF JUNE 14, 2006, REGULAR MEETING.
- D-3) NOTICE OF APPOINTMENT DIRECTOR WINN TO SERVE ON AD HOC CITY OF  
SANTA MARIA NEGOTIATIONS COMMITTEE [NO ACTION]
- D-4) ADOPT RESOLUTION ESTABLISHING PROCEDURES FOR RETENTION OF  
CONTRACTORS FOR SMALL PROJECTS BY STANDARD AGREEMENT AND TASK  
ORDER [RECOMMEND APPROVAL]
- D-5) AUTHORIZE SUBMITTAL OF VOTE FOR DIRECTOR EBY TO FILL OPEN LAFCo  
ALTERNATE SEAT [RECOMMEND APPROVAL]

T:\BOARD MATTERS\BOARD MEETINGS\BOARD LETTER\BOARD LETTER 2006\CONSENT 6-28-06.DOC

**NIPOMO COMMUNITY SERVICES DISTRICT  
WARRANTS JUNE 23, 2006**

**AGENDA ITEM  
D-1  
JUNE 28, 2006**

**HAND WRITTEN CHECKS**

NONE

**TOTAL COMPUTER  
CHECKS  
\$ 136,258.81**

**VOIDED CHECKS**

NONE

**COMPUTER GENERATED CHECKS**

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	-----Payment Information----- Invoice #	Description
12227	06/16/06	EMP01	EMPLOYMENT DEVELOP DEPT	657.30	.00	657.30	A60612	STATE INCOME TAX
12228	06/16/06	MID01	MIDSTATE BANK-PR TAX DEP	2761.10 352.16 756.52	.00 .00 .00	2761.10 352.16 756.52	A60612 1A60612 2A60612	FEDERAL INCOME TAX FICA MEDICARE (FICA)
			Check Total.....:	3869.78	.00	3869.78		
12229	06/16/06	MID02	MIDSTATE BANK - DIRECT DP	22335.56	.00	22335.56	A60612	NET PAY DEDUCTION
12230	06/16/06	PER01	PERS RETIREMENT	6454.84	.00	6454.84	A60612	PERS PAYROLL REMITTANCE
12231	06/16/06	SIM01	SIMMONS, DEBRA	150.00	.00	150.00	A60612	WAGE ASSIGNMENT
12232	06/16/06	STA01	STATE STREET GLOBAL	1230.00	.00	1230.00	A60612	457 DEFERRED COMP
12233	06/16/06	EMP01	EMPLOYMENT DEVELOP DEPT	5.27 36.50	.00 .00	5.27 36.50	1A60612 2A60612	STATE INCOME TAX STATE INCOME TAX
			Check Total.....:	41.77	.00	41.77		
12234	06/16/06	MID01	MIDSTATE BANK-PR TAX DEP	132.40 18.32 285.50 50.32	.00 .00 .00 .00	132.40 18.32 285.50 50.32	2A60612A 3A60612 4A60612 5A60612	FEDERAL INCOME TAX MEDICARE (FICA) FEDERAL INCOME TAX MEDICARE (FICA)
			Check Total.....:	486.54	.00	486.54		
12235	06/16/06	MID02	MIDSTATE BANK - DIRECT DP	484.90 1388.25	.00 .00	484.90 1388.25	1A60612 2A60612	NET PAY DEDUCTION NET PAY DEDUCTION
			Check Total.....:	1873.15	.00	1873.15		
012236	06/21/06	EBY01	EBY, ED	100.00	.00	100.00	062106	EIR STUDY SESSION 6/21/06
012237	06/21/06	TRO01	TROTTER, CLIFFORD	100.00	.00	100.00	062106	EIR STUDY SESSION 6/21/06
012238	06/21/06	VIE01	VIERHEILIG, LARRY	100.00	.00	100.00	062106	EIR STUDY SESSION 6/21/06
012239	06/21/06	WIN01	WINN, MICHAEL	100.00	.00	100.00	062106	EIR STUDY SESSION 6/12/06
012240	06/21/06	WIR02	WIRSING, JUDY	100.00	.00	100.00	062106	EIR STUDY SESSION 6/21/06
012241	06/28/06	AME03	AMERI PRIDE	60.24 64.74	.00 .00	60.24 64.74	F701119 F706849	UNIFORMS ETC UNIFORMS ETC
			Check Total.....:	124.98	.00	124.98		
012242	06/28/06	AQU02	AQUA CONSERVE	60.13	.00	60.13	3696	EASY GUAGES
012243	06/28/06	AWW02	AMERICAN WATER WORKS ASSO	87.50	.00	87.50	30048	BOOK
012244	06/28/06	BOG01	BOGNUDA, LISA	41.78 30.71	.00 .00	41.78 30.71	061306 061506	REIMB FOR SUPPLIES REIMB FOR COPIES
			Check Total.....:	72.49	.00	72.49		
012245	06/28/06	COM01	COMPUTER NETWORK SERVICES	1437.16	.00	1437.16	NCS0-065a	COMPUTER SUPPORT

**NIPOMO COMMUNITY SERVICES DISTRICT  
WARRANTS JUNE 23, 2006**

**AGENDA ITEM  
D-1  
JUNE 28, 2006  
PAGE TWO**

Check Number	Check Date	Vendor Number	Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
012267	06/28/06	NIC01	NICKSON'S MACHINE SHOP	403.33 764.25	.00 .00	403.33 764.25	72527 72543	SUNDALE MOTOR MAINT SUNDALE MAINT
			Check Total.....:	1167.58	.00	1167.58		
012268	06/28/06	NUT01	NU TECH PEST MGMT	265.00 49.00	.00 .00	265.00 49.00	56971 56972	PEST CONTROL PEST CONTROL
			Check Total.....:	314.00	.00	314.00		
012269	06/28/06	OFF01	OFFICE DEPOT	157.08	.00	157.08	340854768	SUPPLIES
012270	06/28/06	PAD02	PADRE ASSOCIATES, INC	967.50	.00	967.50	2006-856	DRAFT INITIAL STUDY - HET
012271	06/28/06	POS01	POSTMASTER	19.00	.00	19.00	063006	POST OFFICE BOX FEE
012272	06/28/06	PUL01	PULITZER CENTRAL COAST NP	62.10	.00	62.10	063006	SUBSCRIPTION TO SM TIMES
012273	06/28/06	PWM01	PW MANN ELECTRIC INC	8389.77 5767.39	.00 .00	8389.77 5767.39	6045 6046	WIRING FOR AERATION EQUIP TOWN WWTP ELECT MAIN
			Check Total.....:	14157.16	.00	14157.16		
012274	06/28/06	QUI03	QUINN RENTAL SERVICES	430.07 102.01	.00 .00	430.07 102.01	2073112 2073379	SUPPLIES SUPPLIES
			Check Total.....:	532.08	.00	532.08		
012275	06/28/06	RAL01	RALPH ANDERSEN & ASSOC	7938.10	.00	7938.10	17795	RECRUITMENT OF GM
012276	06/28/06	REL01	RELIABLE	64.65	.00	64.65	99800	OFFICE SUPPLIES
012277	06/28/06	RIC01	RICHARDS, WATSON, GERSHON	3483.00 32143.82	.00 .00	3483.00 32143.82	146599 146624	COASTKEEPER VS NCSD GROUNDWATER ADJUDICATION
			Check Total.....:	35626.82	.00	35626.82		
012278	06/28/06	SAN01	SANTA MARIA TIRE INC	583.35 39.77 53.33 36.88 36.88	.00 .00 .00 .00 .00	583.35 39.77 53.33 36.88 36.88	436997 437036 437057 437060 437064	04 F150 VEHICLE MAINT 04 VEHICLE MAINT 99 VEHICLE MAINT COROLLA MAINT 02 VEHICLE MAINT
			Check Total.....:	750.21	.00	750.21		
012279	06/28/06	SAN09	SAN LUIS MAILING SERVICE	63.15 358.76 49.93 216.66	.00 .00 .00 .00	63.15 358.76 49.93 216.66	30483 30483B 30490A 30490B	MAILING BILLS POSTAGE FOR BILLS MAILING BILLS POSTAGE FOR MAILING BILLS
			Check Total.....:	688.50	.00	688.50		
012280	06/28/06	SNY01	SNYDER LANDSCAPE MAINT CO	553.00	.00	553.00	173	LLANDSCAPE MAINT MAY
012281	06/28/06	SPE03	SPECIALTY CRANE & RIGGING	1103.99 837.62	.00 .00	1103.99 837.62	29775 29803	TOWN WWTP PUMP REMOVAL TOWN WWTP MAINT
			Check Total.....:	1941.61	.00	1941.61		
012282	06/28/06	STA03	STATEWIDE SAFETY & SIGNS	51.84 51.84	.00 .00	51.84 51.84	44564 48864	MARKING STICKS SUPPLIES
			Check Total.....:	103.68	.00	103.68		
012283	06/28/06	SUN01	SUNBELT RENTALS	10015.09	.00	10015.09	6641072	TOWN & BL WWTP TRANSFER P
012284	06/28/06	TRO01	TROTTER, CLIFFORD	100.00	.00	100.00	062806	REG BD MEETING 062806
012285	06/28/06	VAL01	VALLEY SEPTIC SERVICE	1243.80 400.00	.00 .00	1243.80 400.00	3182 3225	JETTING SEWER LINES JETTING MANHOLES IN BL
			Check Total.....:	1643.80	.00	1643.80		
012286	06/28/06	VIE01	VIERHEILIG, LARRY	100.00	.00	100.00	062806	REG BD MEETING 062806
012287	06/28/06	WIG01	WIGHTON'S INC.	987.00	.00	987.00	368289	AIR CONDITIONER REPAIR
012288	06/28/06	WIN01	WINN, MICHAEL	100.00	.00	100.00	062806	REG BD MEETING 062806
012289	06/28/06	WIR02	WIRSING, JUDY	100.00	.00	100.00	062806	REG BD MEETING 062806

**NIPOMO COMMUNITY SERVICES DISTRICT  
WARRANTS JUNE 23, 2006**

**AGENDA ITEM  
D-1  
JUNE 28, 2006  
PAGE THREE**

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
012246	06/28/06	CRE01	CREEK ENVIRONMENTAL LABS	80.00	.00	80.00	N3052	WATER SAMPLES
				24.00	.00	24.00	N3053	BL WWTP LAB
				24.00	.00	24.00	N3083	BL WWTP LAB
				24.00	.00	24.00	N3114	BL WWTP LAB
				24.00	.00	24.00	N3145	BL WWTP LAB
				24.00	.00	24.00	N3167	BL WWTP LAB
				80.00	.00	80.00	N3188	WATER SYSTEM SAMPLES
				24.00	.00	24.00	N3189	BL WWTP LAB
				24.00	.00	24.00	N3228	BL WWTP LAB
				24.00	.00	24.00	N3271	BL WWTP LAB
				24.00	.00	24.00	N3295	BL WWTP LAB
				24.00	.00	24.00	N3325	BL WWTP LAB
				24.00	.00	24.00	N3354	BL WWTP LAB
				80.00	.00	80.00	N3355	WATER SAMPLES
				20.00	.00	20.00	N3356	WATER SAMPLES
				24.00	.00	24.00	N3395	BL WWTP LAB
				24.00	.00	24.00	N3439	BL WWTP LAB
			Check Total.....:	572.00	.00	572.00		
012247	06/28/06	CUE01	CUESTA EQUIPMENT	250.77	.00	250.77	158984	SUPPLIES FOR TOWN WWTP
				184.66	.00	184.66	159096	SUPPLIES FOR NEW TRUCK
			Check Total.....:	435.43	.00	435.43		
012248	06/28/06	DEW01	J B DEWAR INC	24.67	.00	24.67	359443	SUPPLIES
012249	06/28/06	DGJ01	DG JOHNSON CONSTRUCTION	311.00	.00	311.00	1111	RESTORE SERVICE
012250	06/28/06	DOC01	DOCTORS MEDPLUS MEDICAL	10.00	.00	10.00	042706	CO PAY FOR HEPATITIS INJE
012251	06/28/06	DUN01	DUNBAR, MADONNA	239.71	.00	239.71	061206	REIMB FOR BANNERS
012252	06/28/06	EBY01	EBY, ED	100.00	.00	100.00	062806	REG BD MEETING 062806
012253	06/28/06	FAR01	FARM SUPPLY COMPANY	94.82	.00	94.82	32584	SUPPLIES
012253	06/28/06	FAR01	FARM SUPPLY COMPANY	41.06	.00	41.06	38674	SUPPLIES
			Check Total.....:	135.88	.00	135.88		
012254	06/28/06	FAR02	FAR WEST EXPRESS	46.50	.00	46.50	72153+	DELIVER BILL TO SL MAILIN
012255	06/28/06	FER01	FERGUSON ENTERPRISES INC	1238.74	.00	1238.74	1091713	SUPPLIES
012256	06/28/06	FGL01	FGL ENVIRONMENTAL	228.00	.00	228.00	605253A	WATER MONITORING - SEMI A
				201.00	.00	201.00	605259A	TONW WWTP LAB
				52.00	.00	52.00	605260A	BL WWTP LAB
				52.00	.00	52.00	605530A	BL WWTP LAB
				201.00	.00	201.00	605531A	TOWN WWTP LAB
				201.00	.00	201.00	605834A	TOWN WWTP LAB
			Check Total.....:	935.00	.00	935.00		
012257	06/28/06	IMP02	IMPAC GOVERNMENT SERVICES	250.00	.00	250.00	052206A	DUES RURAL WATER ASSOC
				259.18	.00	259.18	052206B	SUPPLIES
			Check Total.....:	509.18	.00	509.18		
012258	06/28/06	IND02	INDEPENDENT ELEC SUPPLY	49.24	.00	49.24	12953-01	SUPPLIES
012259	06/28/06	JOH01	JOHNSON, DONNA	50.00	.00	50.00	060606	CLOSE BLDG PRIMARY ELECTI
				18.20	.00	18.20	062106	REIMB FOR SUPPLIES
			Check Total.....:	68.20	.00	68.20		
012260	06/28/06	JUS01	JUSTIFACTS CREDENTIAL	68.90	.00	68.90	119731	PRE EMP BACKGROUND CHECK
012261	06/28/06	KAM01	KAMAN INDUSTRIAL TECH	96.53	.00	96.53	W364646	SUPPLIES
012262	06/28/06	LAC01	LA CHEMICAL	498.89	.00	498.89	68721	CHLORINE
				346.90	.00	346.90	68722	CHLORINE
			Check Total.....:	845.79	.00	845.79		
012263	06/28/06	MCD01	McDONOUGH HOLLAND & ALLEN	12484.15	.00	12484.15	176685	LEGAL SERVICES
012264	06/28/06	MID05	MID STATE BANK PETTY CASH	44.70	.00	44.70	EIR	POSTAGE FOR EIR
				37.55	.00	37.55	6-21-06	MISC SUPPLIES
			Check Total.....:	82.25	.00	82.25		
012265	06/28/06	MUL01	MULLAHEY FORD	184.80	.00	184.80	168735	PICKUP REPAIRS
012266	06/28/06	NEX01	NEXTEL COMMUNICATIONS	350.68	.00	350.68	87314-055	CELL PHONES

# NIPOMO COMMUNITY SERVICES DISTRICT

*Celebrating 41 - Years of Service 1965 - 2006*

## MINUTES

**JUNE 14, 2006 9:00 A. M.**

BOARD ROOM 148 SOUTH WILSON STREET, NIPOMO, CA

### **BOARD of DIRECTORS**

LARRY VIERHEILIG, **PRESIDENT**  
MICHAEL WINN, **VICE PRESIDENT**  
JUDITH WIRSING, **DIRECTOR**  
CLIFFORD TROTTER, **DIRECTOR**  
ED EBY, **DIRECTOR**

### **PRINCIPAL STAFF**

EDWARD KREINS, **GENERAL MANAGER**  
LISA BOGNUDA, **ASSIST. ADMINISTRATOR**  
DONNA JOHNSON, **BOARD SECRETARY**  
JON SEITZ, **GENERAL COUNSEL**  
BRUCE BUEL, **PROJECTS ASSISTANT**

**Mission Statement: The Nipomo Community Services District's mission is to provide the citizens of the District with quality, innovative, and cost-effective services through responsive and responsible local government to meet the changing needs of the community.**

- 00:00:00** A. CALL TO ORDER AND FLAG SALUTE  
President Vierheilig called the meeting to order at 9:00 a.m. and led the flag salute.
- 00:01:00** B. ROLL CALL  
At Roll Call, all Board members were present.
- 00:01:31** C. PUBLIC COMMENT PERIOD  
PUBLIC COMMENT
- C-1) COMMANDER MARTIN BASTI OF SOUTH COUNTY SHERIFF STATION  
Sgt. Kenitz presented information concerning sheriff activities in the Nipomo area.  
Torch Run June 13, 2006, was successful.  
There will be extra staffing for the 4<sup>th</sup> of July.  
There has been a rash of vehicle break-ins.  
There was an attempted homicide at the end of May.  
The Board thanked him for his report.
- 00:04:03** C-2) DAN ANDERSON, CDF BATTALION CHIEF, CALIFORNIA DEPARTMENT OF FORESTRY (CDF)  
CDF Battalion Chief Dan Anderson presented information concerning CDF activities in the Nipomo area.  
The Chipping Program has had a record number of sign-ups. There is still one area remaining. Grant funding from the Air Pollution Control District has made the Chipping Program possible.  
There were 508 calls in the greater Nipomo area and 251 calls from Station #22.  
John Burns was awarded the Firefighter of the Year.  
Fire Season opened June 5<sup>th</sup>.  
Signs are being put up warning that fireworks are illegal in Nipomo.  
When asked why 3 trucks and an ambulance responded to a medical emergency, Chief Anderson explained that there needs to be certain technicians for certain emergency calls, such as a cardiac problem.  
The Board thanked him for his report.
- 00:07:48** D. CONSENT AGENDA
- D-1) WARRANTS
- D-2) BOARD MEETING MINUTES  
MAY 24, 2006 REGULAR MEETING

**MINUTES SUBJECT TO BOARD APPROVAL**

Copy of document found at [www.AntelopeValleyTax.com](http://www.AntelopeValleyTax.com)



**Nipomo Community Services District  
REGULAR MEETING  
MINUTES**

- D-3) RECEIVE UPDATE ON STATE SANITARY SEWER OVERFLOW GENERAL WASTE DISCHARGE REQUIREMENTS ADOPTED BY THE STATE WATER RESOURCES CONTROL BOARD ON MAY 2, 2006
- D-4) APPROVE JOB DESCRIPTION AND SALARY RANGE FOR MAINTENANCE WORKER
- D-5) DECLARE OLD UTILITY DEPARTMENT DUMP TRUCK SURPLUS AND AUTHORIZE SALE
- D-6) AUTHORIZE EMPLOYMENT OF SUMMER INTERNS FOR UTILITY SYSTEM WORK
- D-7) ADOPT RESOLUTION AUTHORIZING CREATION OF ADDITIONAL BANK ACCOUNT AT MID STATE BANK FOR INVESTMENT OF REMAINING PROCEEDS FROM 2003 CERTIFICATES OF PARTICIPATION, EFFECTIVE JULY 3, 2006

Upon motion of Director Winn and seconded by Director Eby, the Board unanimously approved the Consent, as amended in the Minutes. Vote 5-0

YES VOTES	NO VOTES	ABSENT
Directors Eby, Trotter, Wirsing, Winn, and Vierheilig	None	None

**RESOLUTION 2006-982  
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
NIPOMO COMMUNITY SERVICES DISTRICT  
AUTHORIZING THE CREATION OF AN ADDITIONAL BANK ACCOUNT  
AT MID-STATE BANK AND TRUST**

**E. ADMINISTRATIVE ITEMS**

00:17:54

- E-1) PUBLIC HEARING AND ADOPTION OF FY 06-07 NCSD BUDGET
  - 1. RESOLUTION ADOPTING FY 06-07 BUDGET,
  - 2. RESOLUTION DETERMINING APPROPRIATIONS LIMITATION

Lisa Bognuda, Assistant Administrator, reviewed the process in approval of the budget. The Finance Committee met and discussed the budget. Directors were asked to comment and the comments were incorporated into the budget. President Vierheilig had a question about the calculations in the second resolution proposed. The Board asked that the percentage be recalculated and brought back at a later time.

The following members of the public spoke:

Bill Nelson, Blacklake resident – wished everyone a Happy Flag Day. He complimented staff in the preparation of the budget this year. He questioned the discrepancy of the Blacklake Sewer Fund with the projections in the Reed Report. He also asked that a fact sheet be prepared explaining the rationale of Blacklake residents needing to help fund the supplemental water project.

Mr. Bruce Buel agreed with Mr. Nelson. The expenditures for the Blacklake Wastewater Treatment Facility were greater than projected in the Reed Study. The District is waiting for the California Infrastructure and Economic Development Bank to possibly ask the District to do an update of the Reed Study report. Director Trotter stated that one of the major problems of the sewer fund depletion was the sewer liner project.

Director Wirsing asked about the lack of a name for a District Engineer noted on Page 13 of the budget. Mr. Buel explained that at this time there is no designated District Engineer and as such the Board asked that the District Engineer position be removed from the Organizational Chart.

**MINUTES SUBJECT TO BOARD APPROVAL**

**Nipomo Community Services District  
REGULAR MEETING  
MINUTES**

E-1) PUBLIC HEARING AND ADOPTION OF FY 06-07 NCSD BUDGET (continued)

Upon motion of Director Eby and seconded by Director Winn, the Board unanimously approved Resolution 2006-983. Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Eby, Winn, Wirsing, Trotter, and Vierheilig	None	None

**RESOLUTION 2006-983  
A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
ADOPTING THE 2006-2007 FISCAL YEAR BUDGET**

The Board discussed the calculations for the Appropriations Limitation Resolution and asked Mrs. Bognuda to recheck the figures. After the break, Mrs. Bognuda explained that the calculations were correctly made and there was no error. The formula used for the calculation is provided by the California Department of Finance. The Board then reviewed the Resolution. Upon motion of Director Eby and seconded by Director Trotter, the Board unanimously approved Resolution 2006-984. Vote 5-0.

**RESOLUTION NO. 2006-984  
A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
DETERMINING THE APPROPRIATION LIMITATION FOR THE 2006-2007 FISCAL YEAR**

YES VOTES	NO VOTES	ABSENT
Directors Eby, Trotter, Wirsing, Winn, and Vierheilig	None	None

00:41:12

E-2) BLACKLAKE STREET LIGHTING ANNUAL ASSESSMENT PUBLIC HEARING

Lisa Bognuda, Assistant Administrator, reviewed the Blacklake Street Lighting charges for Fiscal Year 2006-2007. There will be no change in the charges of \$34.00 per year per parcel. There was no public comment. Upon motion of Director Trotter and seconded by Director Wirsing, the Board unanimously approved Resolution 2006-985. Vote 5-0. Mr. Buel informed the Board that the painting of the street lights will be starting today.

YES VOTES	NO VOTES	ABSENT
Directors Trotter, Wirsing, Eby, Winn, and Vierheilig	None	None

**RESOLUTION NO. 2006-985  
A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
PROVIDING FOR THE COLLECTION OF STREET LIGHT CHARGES ON  
THE SAN LUIS OBISPO COUNTY TAX ROLLS FOR MAINTENANCE AND  
OPERATION OF EXISTING PUBLIC STREET LIGHTS IN THE BLACKLAKE VILLAGE**

00:44:31

E-3) STREET LANDSCAPE MAINTENANCE DISTRICT PUBLIC HEARING

Lisa Bognuda, Assistant Administrator, reviewed the levy and collection of assessments for the Street Landscape Maintenance District No. 1 for Fiscal Year 2006-2007. Upon motion of Director Winn and seconded by Director Eby, the Board unanimously approved Resolution 2006-986. There was no public comment. Vote 5-0.

YES VOTES	NO VOTES	ABSENT
Directors Winn, Eby, Trotter, Wirsing, and Vierheilig	None	None

**RESOLUTION NO. 2006-986  
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE NIPOMO COMMUNITY SERVICES**

**MINUTES SUBJECT TO BOARD APPROVAL**

Nipomo Community Services District  
REGULAR MEETING  
MINUTES

DISTRICT STREET LANDSCAPE MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2006-2007

00:46:44

- E-4) CONSIDER AUTHORIZING EXECUTION OF AGREEMENT WITH BOYLE ENGINEERING TO PERFORM PRE-DESIGN SERVICES FOR WATERLINE INTERTIE PROJECT

Bruce Buel, Projects Manager, reviewed the proposed agreement with Boyle Engineering to perform pre-design services for the Waterline Intertie Project. Jon Seitz, District Legal Counsel, reviewed discussions with Boyle and noted some modifications in the agreement. Mike Nunley of Boyle Engineering answered questions from the Board about the project. There was no public comment. Upon motion of Director Eby and seconded by Director Winn, the Board unanimously authorized the President to execute the agreement, as amended. Vote 5-0

YES VOTES	NO VOTES	ABSENT
Directors Eby, Winn, Wirsing, Trotter, and Vierheilig	None	None

The Board took a break at 10:18 a.m. and reconvened at 10:30 a.m.

01:17:59

- E-5) CONSIDER APPROVING SOUTHLAND WASTEWATER TREATMENT FACILITY ACTION PLAN AND AUTHORIZE SUBMITTAL OF PLAN TO REGIONAL WATER QUALITY CONTROL BOARD

Bruce Buel, Projects Manager, introduced Mike Nunley of Boyle Engineering to explain the proposed Action Plan in response to the Notice of Violation from the Regional Water Quality Control Board for the Southland Wastewater Treatment Facility. Mr. Mike Nunley reviewed the proposed plan. The Board discussed the matter with Mr. Nunley. There was no public comment. Upon motion of Director Trotter and seconded by Director Eby, the Board unanimously approved the Action Plan and authorized staff to submit it to the Regional Water Quality Control Board. Vote5-0

YES VOTES	NO VOTES	ABSENT
Directors Trotter, Eby, Wirsing, Winn, and Vierheilig	None	None

01:43:23

- E-6) CONSIDER RECOMMENDATION FOR RALPH ANDERSEN & ASSOCIATES TO REVISE POTENTIAL SALARY RANGE FOR GENERAL MANAGER POSITION

Bruce Buel, Projects Manager, stepped down for this item and left the board room. President Vierheilig explained that the original proposal for the General Manager position stated the salary range as starting at \$85,000 to \$100,000. After some Board discussion, Director Winn made a motion to increase the starting salary range to \$90,000 to 110,000, as recommended by Mr. Kreins, NCSD Interim General Manager. Director Eby seconded the motion. Vote 5-0

YES VOTES	NO VOTES	ABSENT
Directors Winn, Eby, Trotter, Wirsing, and Vierheilig	None	None

The Board reopened Agenda Item E-1 and approved Resolution 2006-984. (See E-1)

**MINUTES SUBJECT TO BOARD APPROVAL**

02:00:24 G. MANAGER'S REPORT

Bruce Buel, Projects Manager, reviewed the Manager's Report as presented in the Board Packet. The Board discussed the report with Mr. Buel. There was no public comment.

02:20:35 H. COMMITTEE REPORTS

There were no Committee Reports.

02:20:50 I. DIRECTOR'S COMMENTSDirector Wirsing

The fire hydrants need to be weeded around them. *Answer:* The position for summer intern will be covering the task along with other tasks.

She asked if there is a landscaping service for this building. *Answer:* Yes

Director Eby

Sunday, July 23<sup>rd</sup> fundraiser for the Dana Adobe. Tickets for two dinners and chance to win prizes costs \$100.00.

Saturday, June 17<sup>th</sup>- 1:30 to 3:30 p.m.– Save the Mesa meeting in NCSD Board room. Bruce Buel will be speaking about the supplemental water project.

Saturday, June 17<sup>th</sup> – 9:00 to 11:00 a.m. - Landscape Irrigation Workshop in NCSD Board room.

Director Winn

Wednesday, June 21<sup>st</sup> – Chamber luncheon 12:00 at Blacklake

Saturday, June 24<sup>th</sup> – 10:00 a.m. to 3:00 p.m. - Summer Festival at the Nipomo Park

Monday, June 26<sup>th</sup> – 6:30 p.m. - SCAC meets in the NCSD Board room. He encourages attendance.

There will be no WRAC meeting in July or August.

President Vierheilig

Thursday, June 15<sup>th</sup> – 9:00 a.m. – LAFCo meeting. Holloway Annexation will be heard for approval.

Friday, June 23<sup>rd</sup> – Meeting with Supervisor Achadjian concerning "in-lieu fees"

Wednesday, June 21<sup>st</sup> – 2:00 p.m. - EIR Workshop

Wednesday, June 21<sup>st</sup> – 7:00 p.m. – Nipomo Native Garden Board Meeting at the Vierheilig home.

Information received – half the farms in the nations largest irrigation district (Westlands) will be taken out of production.

**MINUTES SUBJECT TO BOARD APPROVAL**

Nipomo Community Services District  
REGULAR MEETING  
MINUTES

02:29:14 J. CLOSED SESSION ANNOUNCEMENTS

At 11:40 a.m. Jon Seitz, District Legal Counsel, announced the following items to be discussed in Closed Session.

- 1. CONFERENCE WITH LEGAL COUNSEL Pending Litigation GC§54956.9  
SMVWCD VS NCSD SANTA CLARA COUNTY CASE NO. CV 770214 AND  
ALL CONSOLIDATED CASES.
- 2. CONFERENCE WITH LEGAL COUNSEL Pending Litigation GC§54956.9  
MARIA VISTA VS. NCSD CASE NO. CV 040877
- 3. CONFERENCE WITH LEGAL COUNSEL PENDING LITIGATION GC§54956.9  
CITIZENS AGAINST NON-NOTIFICATION (CANN) VS. NCSD, CASE NO. CV  
051002
- 4. CONFERENCE WITH LEGAL COUNSEL PENDING LITIGATION GOVT. CODE  
§54956.9 – COASTKEEPER V. NCSD CV060349.
- 5. CONFERENCE WITH LEGAL COUNSEL PENDING LITIGATION GOVT. CODE  
§54956.9 – JESSE HILL (IN PRO PER) V. NCSD CV 060325 AND RELATED  
LIABILITY CLAIM PURSUANT TO GOVT. CODE §54961.

K. PUBLIC COMMENT ON CLOSED SESSION ITEMS  
There was no public present to comment.

02:30:03 L. ADJOURN TO CLOSED SESSION

The Board adjourned to Closed Session.

02:30:03 M. OPEN SESSION  
ANNOUNCEMENT OF ACTIONS, IF ANY, TAKEN IN CLOSED SESSION

The Board came back into Open Session at 1:25 p.m.  
Jon Seitz, District Legal Counsel, announced that the Board heard an update on the items above.  
There was no reportable action.

ADJOURN

President Vierheilig adjourned the meeting at 1:26 p.m.

**MINUTES SUBJECT TO BOARD APPROVAL**

TO: BOARD OF DIRECTORS  
FROM: EDWARD KREINS *Eh*  
DATE: JUNE 23, 2006

**AGENDA ITEM  
D-3  
JUNE 28, 2006**

NOTICE OF APPOINTMENT OF DIRECTOR WINN TO AD HOC NEGOTIATIONS  
COMMITTEE

**ITEM**

Receive notice of appointment of Director Winn to serve on Ad Hoc Negotiations Committee with the City of Santa Maria.

**BACKGROUND**

President Vierheilig has appointed Director Winn to represent NCSD on the Ad Hoc City of Santa Maria Negotiations Committee.

**RECOMMENDATION**

No action is required. This item is for the Board's information.

T:\BOARD MATTERS\BOARD MEETINGS\BOARD LETTER\BOARD LETTER 2006\Santa Maria Negotiations.doc

TO: BOARD OF DIRECTORS  
FROM: EDWARD KREINS *EK*  
DATE: JUNE 23, 2006

**AGENDA ITEM  
D-4  
JUNE 28, 2006**

**SMALL PROJECT WORKS AGREEMENT AND RESOLUTION**

**ITEM**

Adopt Resolution establishing procedures for retention of contractors for small projects by standard agreement and task order.

**BACKGROUND**

In 2005, the Board adopted Resolution No. 2005-932 to establish policies and procedures for executing task orders for engineering services. In April, the Board adopted Resolution No. 2006-974 to establish policies and procedures for execution task orders for environmental services. The General Manager and District Counsel have developed a similar procedure which provides the General Manager flexibility in obtaining contractor services for small projects under the State set limit of \$25,000 for formal bidding. The procedure relies on a standardized agreement drafted by District Counsel and a Resolution defining the General Manager's authority.

The agreement is crafted to limit the District's exposure to the extent practicable. The Resolution defines the General Manager's authority -- the General Manager is limited to authorization of amounts up to \$25,000.00 for retention of contractors for small District works projects such as paving, excavation, painting, etc. that are funded under the adopted budget. Works that exceed \$25,000.00 will be subject to a formal "Bid" process.

The attached Work Order Contract Agreement will become the District's standard agreement for contractors to perform small project works. In non-emergency situations, staff would seek quotes from at least three of the contractors on the then current pre-qualified contractors list and award the work to the lowest bidder. In emergency situations, staff would have the authority to secure one quote and execute a work order with that contractor for the work required to resolve the emergency. Staff would report all such awards to the Board in the Manager's Report.

**RECOMMENDATION**

Adopt the attached Resolution and Work Order Contract Agreement.

**ATTACHMENT**

Draft Resolution  
Draft Work Order Contract Agreement

T:\DOCUMENTS\BOARD MATTERS\BOARD MEETINGS\BOARD LETTER\BOARD LETTER 2006\ENV SERVICES.DOC

**NIPOMO COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 2006– Small Project Task Orders**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
NIPOMO COMMUNITY SERVICES DISTRICT  
ESTABLISHING THE POLICIES AND PROCEDURES FOR EXECUTING TASK ORDERS  
FOR RETENTION OF CONTRACTORS TO CONSTRUCT SMALL PROJECT WORKS**

**WHEREAS**, the Nipomo Community Services District (“District”) desires to establish policy guidelines for approval of “task orders” for retention of contractors to construct small project works for budgeted projects pursuant to District approved Work Order Contract Agreements attached hereto and incorporated by reference herein; and

**WHEREAS**, the District has used an open competitive process to secure Statements of Qualifications from competent contractors to identify those firms that are willing to perform said services in 2006 and the District intends to annually circulate a Request for Statement of Qualifications to ensure that the listing of available firms remains current; and

**WHEREAS**, the District annually adopts budgets that itemize capital, operation and maintenance expenses (herein “Budgeted Projects”) for the budget year;

**WHEREAS**, for non-emergency situations the District will solicit quotes for small project construction from at least three firms on the then current list of contractors qualified to construct the proposed work before executing a task order with the firm whose quote offers the best value for completion of the proposed Small Project Works; and

**WHEREAS**, for emergency situations, the District will solicit at least one quote from the then current list of qualified contractors to perform the work needed to resolve that emergency and award that specific work to the firm whose quote offers the best value for that work.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT THAT:**

1. The following Policies and Procedures shall apply to the General Manager authority to issue Task Orders for Small Project Works for budgeted projects:

- A. The General Manager shall maintain a current NCSD listing of Contractors that are available to perform Small Project Works of budgeted projects;
- B. Where the General Manager determines that a budgeted project is ready for construction, the General Manager shall solicit quotes from at least three firms on the then current NCSD listing;
- C. The General Manager shall determine if the firm whose quote provides the best value for the District is \$25,000 or less then the General Manager is authorized to execute a standard Work Order Contract Agreement with that firm and to issue a Task Order, without subsequent Board approval, up to an amount of twenty five thousand dollars (\$25,000) for that specific Budgeted Project.
- D. In emergency situations, the General Manager is authorized to execute a standard Work Order with a pre-qualified contractor for the



**NIPOMO COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 2006-Contractor Task Orders**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
NIPOMO COMMUNITY SERVICES DISTRICT  
ESTABLISHING THE POLICIES AND PROCEDURES FOR EXECUTING TASK ORDERS  
FOR CONSTRUCTION OF SMALL PROJECT WORKS BY CONTRACTORS**

work needed to resolve the emergency up to an amount of twenty five thousand dollars (\$25,000).

2. Budgeted Works Projects exceeding twenty-five thousand dollars (\$25,000) will only be awarded on the basis of Bids that are approved by the Board.

3. Task Orders issued pursuant to Section 1, above, shall be reported in the General Manager's bi-monthly report to the District Board of Directors.

Upon the motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_ and on the following roll call vote, to wit:

AYES:  
NOES:  
ABSENT:  
CONFLICTS:

the foregoing resolution is hereby adopted this \_\_\_\_\_ day of June, 2006.

\_\_\_\_\_  
Lawrence Vierheilig  
President, Board of Directors  
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Donna K. Johnson  
Secretary to the Board

\_\_\_\_\_  
Jon S. Seitz  
District Legal Counsel

T:\BOARD MATTERS\RESOLUTIONS\RESOLUTIONS 2006\2006-Contractor TASK ORDERS.DOC

**Nipomo Community Services District  
P.O. Box 326  
Nipomo, California 93444**

**WORK ORDER CONTRACTOR AGREEMENT  
NIPOMO COMMUNITY SERVICES DISTRICT  
AND  
(to be completed)**

**Exhibit "A" - Description of the Work to be completed ("Work Order")  
Exhibit "B" - Contractor Information Sheet**

THIS AGREEMENT, is made this \_\_\_\_ day of \_\_\_\_\_, 200\_, in San Luis Obispo County, California, by and between the Nipomo Community Services District, hereinafter referred to as "District", and \_\_\_\_\_, hereinafter referred to as "Contractor" with reference to the following recitals.

A. NCS D desires to retain Contractor on an on-call, as needed, basis to perform services as identified in Exhibit "A" ("Work Orders") and/or as instructed by verbal authorization in emergency situations.

B. Contractor has completed the Contractor's Information Sheet attached hereto as Exhibit "B".

C. NCS D desires to engage Contractor to provide Work by reason of its qualifications and experience in performing such Work, and Contractor has offered to provide services through individual Work Orders or verbal authorizations in the event of an emergency as determined by District, on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. Contract Coordination.

A. District. \_\_\_\_\_ shall be the Contract Manager of the District. (Phone # \_\_\_\_\_, Fax # \_\_\_\_\_, Email \_\_\_\_\_).  
Nipomo Community Services District, P.O. Box 326, Nipomo, CA 93444.

B. Contractor. \_\_\_\_\_ shall have the responsibility for the progress and execution of this Agreement for Contractor.  
(Phone # \_\_\_\_\_, Fax # \_\_\_\_\_, Email \_\_\_\_\_).

**Insert Address for Notices.**

2. Duties of Contractor.

A. Work to be Furnished. Contractor shall provide the labor and materials to perform the Work as identified in individual Work Orders and/or verbal authorizations issued by the District and accepted by the Contractor in accordance with this Agreement.

B. Clean Work Area. Contractor shall clean up the work area on a daily basis to the satisfaction of the District's Contract Manager.

C. Laws to be Observed. Contractor shall:

1. Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the work to be performed by Contractor pursuant to this Agreement.

2. At all times observe and comply with, and cause all of its employees to observe and comply with, all of said laws, ordinances, regulations, orders, and decrees which may affect the work performed by Contractor pursuant to this Agreement. Without limiting the generality of this Section, such obligations include:

- Trench safety and compliance with Labor Code §6705
- Providing for the safety of traffic and the public at the work site until Work is accepted by the District
- Compliance with the prevailing wage requirements established by the Director of the Department of Industrial Relations established by Labor Code Section 1773 (see Section 19).

D. Certificates. Provide the District with the following prior to District issuing the first Work Order or verbal authorization to provide services/work:

1. Proof of appropriate Contractor's License.

2. Proof of Worker's Compensation Insurance.

3. Proof of comprehensive general liability insurance, with limits of \$1,000,000.00 (including automobile), on an "occurrence basis" satisfactory to the District's Contract Manager. Said insurance policy shall include the following endorsements:

a. The District, its officers, directors, employees and agents shall be named as Additional Insureds under ISO Form CG 2010 11/85 or its equivalent; and,

b. The coverage afforded the District shall be primary and non-contributing with any other insurance maintained by District.

c. If not covered separately under a business automobile liability policy, the general liability policy shall also be endorsed to include non-owned and hired automobile liability.

3. Compensation

A. The Contractor agrees to provide the necessary labor and materials

1. to perform the Work described in Individual Work Orders at the compensation fixed in the Work Orders as follows:

a. Fifty percent (50%), within ten (10) days of written notice from Contractor describing the Work completed and that the Work described in the Work Order is fifty percent (50%) complete.

b. The balance within ten (10) days of District's acceptance of the Work.

2. To perform Work pursuant to verbal authorization on a time and material basis to be paid within ten (10) days of District's acceptance.

B. Payment to Contractor shall be full compensation for all personnel, materials, supplies, and equipment used in carrying out the Work.

C. Payment by District shall not constitute acceptance of defective Work or materials, and District's failure to discover or object to any unsatisfactory Work or billing prior to payment will not constitute a waiver of District's right to:

1. Require Contractor to correct such Work or billing; or
2. Seek any other legal remedy.

D. District may withhold, or on account of subsequently discovered evidence nullify, the whole or a part of any payment to such extent as may be necessary to protect District from loss, including costs and attorneys' fees, on account of (1) defective or deficient Work product not remedied; (2) subsequently discovered errors in invoices previously paid; (3) claims filed or reasonable evidence indicating probable filing of a claim or claims; (4) failure of Contractor to make payments properly to its employees or sub-Contractors; or (5) Contractor's failure to adhere to the Schedules or to achieve sufficient progress with the Work such that Contractor is unlikely to achieve timely completion.

4. Conditions to Acceptance.

The District shall not provide a written notice of acceptance of the Work until the Work has been completed and the following have occurred:

A. Final inspection and approval by District and Contractor provides one of the following:

1. An Engineer's Certification that the Work is constructed in substantial conformance with the plans and specifications (if required) or the Work described in individual Work Orders; or

2. A Contractor's Certification that the Work is constructed in substantial conformance with the plans and specifications (if required), the Work described in individual Work Orders or a verbal authorization.

B. An Affidavit from Contractor that all subcontractors have been paid.

C. The District's inspections and acceptance of the Work are for administrative purposes only and shall not be grounds for a Claim of Waiver and or the District's negligence (active or passive).

5. Familiarity with Work to be Performed:

A. By executing this Agreement and individual Work Orders, Contractor represents that Contractor (a) has thoroughly investigated and considered the Work referenced in Work Orders to be performed; (b) has carefully considered how the Work is to be performed; (c) fully understands the difficulties and restrictions attending performance of the Work under this Agreement; and (d) that the "not to exceed amount" is adequate for the Work to be performed by Contractor.

B. Section A does not apply to emergency work performed by verbal authorization.

6. Extra Work and Work Changes

No extra or change order work shall be performed without prior written authorization of District. Any change-order forms are to be incorporated in, and become a part of the Work Order. Unless otherwise agreed to in writing, all change order work shall be paid after acceptance in accordance with Section 3 of this Agreement.

7. Qualifications of Contractor.

A. Contractor represents that it is qualified to furnish the Work described under this Agreement and that the Work will be performed in a good and workmanlike manner.

B. All Work which has been rejected shall be remediated, or removed from the site and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such removal, replacement or remedial work.

8. Work Schedule.

A. Contractor shall commence and complete the Work as specified in individual Work Orders and/or verbal authorizations.

B. Time extension may be allowed for delays caused by District, other governmental agencies, or factors not directly brought about by the negligence or lack of due diligence on the part of the Contractor.

9. Termination.

A. If Contractor at any time refuses or neglects to perform the Work in a timely fashion in accordance with the Work Order Schedules, or is adjudicated a bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors, or fail to make prompt payment to persons furnishing labor, equipment, or materials, or fails in any respect to properly and diligently prosecute the Work, or otherwise fails to perform fully any and all of the terms and conditions contained herein, Contractor shall be in default.

B. If Contractor fails to cure the default within four (4) days after written notice thereof, District may, (a) provide any such Work, labor, or materials as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to Contractor under this Agreement; or (b) terminate Contractor's right to proceed with the Work..

C. In the case of such default termination, Contractor shall not be entitled to receive any further payment under this Agreement until the Work is completely and accepted by the District. At that time, if the unpaid balance of the amount to be paid under this Agreement exceeds the expenses incurred by District in completing the Work, such excess shall be paid by District to Contractor, but, if such expense shall exceed such unpaid balance, then Contractor shall promptly pay to District the amount by which the expenses exceeds the unpaid balance. The expense referred to in the last sentence shall include expenses incurred by District in obtaining the labor and materials from others, for attorneys'

fees, and for any damages sustained by District by reason of Contractor's default or defective Work.

D. The District has the right to terminate the Work authorized by the Agreement without cause ("Terminate for Convenience"). Termination for Convenience shall be upon District providing 72-hours' written notice to Contractor. In the event of Termination for Convenience, Contractor shall be entitled to payment in an amount not to exceed the contract price which shall be calculated as follows:

(1) Payment for any Work then satisfactorily completed and accepted by District, plus  
(2) Reimbursable Costs actually incurred by Contractor; plus (3) reasonable termination costs incurred by Contractor solely on account of the Termination for Convenience. There shall be deducted from such sums as provided in this section the amount of any payment made to Contractor prior to the date of termination of the Work. Contractor shall not be entitled to any claim or lien against District or the proposed Work for any additional compensation or damages in the event of such termination and payment.

10. Personnel.

The Contractor represents that it has, or will, secure, at its own expense, all personnel required in performing the services under this Agreement. All of the Work required hereunder will be performed by the Contractor or under Contractor's supervision, and all personnel engaged in the work shall be qualified to perform such services.

11. Status of Contractor.

A. Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District. Contractor shall have no authority to bind District in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise.

B. The personnel performing the Work under the Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in the Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, subcontractors, or agents are in any manner officials, officers, employees or agents of District.

12. Warranty.

Contractor guarantees and warrants that the Work will be constructed in a good and workman-like manner, in accordance with accepted construction practices, and Contractor guarantees such Work against defects in workmanship and materials for a period of two (2) years from the date of the Work's acceptance. Warranty work shall be completed within thirty (30) days from the date of receipt of written request from District.

13. Ownership of Materials.

All original drawings, construction documents, plans, specifications, videotapes, and other materials, prepared by or in possession of Contractor pursuant to this Agreement shall become the permanent property of District and shall be delivered to District upon demand.

14. Assignment.

This Agreement is for the performance of Work of the Contractor and is not assignable by the Contractor without the prior consent of the District.

15. Indemnification and Hold Harmless.

A. To the fullest extent allowed by law, the Contractor shall defend, indemnify, and hold harmless the District, its elected and appointed officials, agents, and employees and its subconsultants, officers, directors, and employees (collectively, the Indemnified Parties), from all liability, penalties, costs, losses, damages, expenses, caused of action, claims, and judgments, including attorney's fees and other defense costs, resulting from injury to or death sustained by any person (including Contractor's employees), or damage to property of any kind, or any other damage whatsoever, which injury, death, or damage arises out of or related to the performance of this Agreement and or individual Work Orders or verbal authorizations, including any of the same resulting from the alleged or actual negligent act or omission of the Indemnified Parties, except the obligation to indemnify shall not be applicable to injury, death, or damage to property arising from the sole or active negligence or willful misconduct of the Indemnified Parties. This indemnification shall extend to all claims asserted after termination of this Agreement for whatever reason.

B. Without limiting the generality of the foregoing indemnity, such indemnity obligation expressly extends to and includes any and all claims, demands, damages, costs, expenses, fines, penalties, or liability occasioned as a result of:

1. Damages to adjacent property related to the construction of the Work;



2. The violation by the Contractor, the Contractor's agents, employees, or independent contractors or subcontractors, or any provisions of federal, state, or local law, including applicable administrative regulations;
3. Injury to or death of any person, or any damage to property owned by any person, while on or about the Site or as a result of the Work, whether such persons are on or about the Site by right or not, whenever the Work is alleged to have been a contributing cause in any degree whatsoever.
4. The alleged failure of Contractor to comply with any provisions of California Labor Code, Division 2, Part 7, Chapter 1, (Section 1720-1861) in connection with the Work.

C. The Contractor shall reimburse the District for all costs and expenses, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs including all costs of appeals) incurred by said District in enforcing the provisions of this Paragraph 14.

D. Nothing contained in the foregoing indemnity provisions shall be construed to require Contractor to indemnify against any responsibility or liability in contravention of Civil Code §2782.

E. The indemnification obligation under this Paragraph 14 shall not be limited in any way by any limitation on the amount or type of insurance carried by Contractor or by the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts.

F. The indemnification obligation of this Paragraph shall survive the District's acceptance of the Work and/or termination of this Agreement.

16. Waivers.

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

17. Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of Work covered by the Agreement, and should the any liability or sanctions be imposed against District for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District. Contractor shall comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein.

18. Discrimination.

Contractor shall not discriminate in the employment of persons under this Agreement because of the race, color, national origin, ancestry, religion or sex of such person. Contractor shall comply with the provisions of Government Code Section 12990 et. seq.

If Contractor is found in violation of the nondiscrimination laws of the State of California or similar provisions of federal law, it shall thereby be found in material breach of this Agreement.

19. Prevailing Wage.

Contractor shall keep informed and take all measures necessary to ensure compliance with Labor Code requirements, including, but not limited to Section 1720 et seq. of the Labor Code regarding public works, limitations on use of volunteer labor (Labor Code Section 1720.4) and payment of prevailing wages to workers and professionals for Work done under the Agreement, as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code Part 7, Chapter 1, Article 2. Copies of prevailing wage determinations are on file at District offices or otherwise available on the Web at [www.cslp.ca.gov](http://www.cslp.ca.gov).

20. Notice.

All notices, statements, reports, approvals, requests, bills or other communications that are required either expressly or by implication to be given by either party to the other under this Agreement shall be in writing and signed for each party by such officers as each may, from time to time, be authorized in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally or three (3) days after

mailing if enclosed in a properly addressed and stamped envelope and deposited in a United States Post Office for delivery. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses as shown in paragraph 1, above.

21. Agreement Contains all Understandings.

This document (including all exhibits and Work Orders referred to above and attached hereto) represents the entire and integrated agreement between District and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, signed by both District and Contractor. All provisions of this Agreement are expressly made conditions. This Agreement shall be governed by the laws of the State of California.

22. Venue.

This Agreement shall be governed by the laws of the State of California. The parties agree that in the event legal action is taken to enforce/interpret any provisions of this Agreement, said action shall be filed in the court of proper jurisdiction within the County of San Luis Obispo, California.

23. Non-Liability of District Officers and Employees.

No officer or employee of District will be personally liable to Contractor, in the event of any default or breach by the District or for any amount that may become due to Contractor.

24. Dispute Resolution.

A. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator who shall hear the matter and provide an informal nonbinding opinion and advice in order to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute is not resolved through mediation, the matter may be submitted to the judicial system, in which event all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid to the prevailing party.

25. Attorney's Fees.

In the event that any litigation or other proceeding of any nature between the District and Contractor becomes necessary to enforce or interpret all or any portion of

this Agreement, it is mutually agreed that the prevailing party therein shall receive from the other, in addition to such sums as may be awarded, an amount sufficient to reimburse such prevailing party for reasonable attorney's fees and costs paid or owing as a result of such proceeding.

26. Severability.

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

27. Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, or subcontractors retained by Contractor has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of NCSD or which would in any way hinder Contractor's performance of the Work under this Agreement. Contractor further covenants that in the performance of the Work, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the prior express written consent of the NCSD Manager. Contractor agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the NCSD in the performance of the Work.

28. Nonexclusive Agreement.

Contractor understands that this is not an exclusive Agreement and that NCSD shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the NCSD desires.

29. Precedence.

In the event of a conflict between the Exhibits and this Agreement, the provisions of this Agreement shall control.

30. Recitals.

The recitals at A, B and C to this Agreement are incorporated herein by this reference made a part hereof.

31. Headings.

The paragraph headings used in this Agreement are for reference only, and shall not in any way limit or amplify the terms and provisions hereof, nor shall they enter into the interpretation of this Agreement.

32. Time is of the Essence.

Time is of the essence in the Agreement and each covenant and term is a condition herein.

33. Authority to Execute.

All parties to the Agreement warrant and represent that they have the power and authority to enter into the Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into the Agreement have been fully complied with. Furthermore, by entering into the Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which Contractor is obligated, which breach would have a material effect hereon.

**IN WITNESS WHEREOF**, District and Contractor have executed this Agreement the day and year first above written.

Contractor:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Nipomo Community Services District

\_\_\_\_\_, General Manager  
Nipomo Community Services District

Attest:

---

Donna K. Johnson,  
Secretary to the Board of Directors

T:\\Documents\\Projects\\Contractors\\Contract Clean.Doc

**EXHIBIT "A"**

**Work Order**

to

**WORK ORDER CONTRACT AGREEMENT**

Between

**NIPOMO COMMUNITY SERVICES DISTRICT and \_\_\_\_\_**

Dated \_\_\_\_\_, 2006

"WORK ORDER # \_\_\_\_-06

**AUTHORIZATION TO PERFORM WORK:**

At the request of the Nipomo Community Services District Contractor is to provide Work as described herein. The terms and conditions of the above referenced Agreement between Contractor and District, dated \_\_\_\_\_, are incorporated herein by this reference. The Work requested, compensation and time for performance are set forth below as follows:

**SCOPE OF WORK REQUESTED** (Additional information may be attached as an Exhibit.):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TIME FOR PERFORMANCE** (Commencement and completion, additional information may be attached as an Exhibit.):

\_\_\_\_\_  
\_\_\_\_\_

**FIXED COMPENSATION:**

The Work will be completed for \$ \_\_\_\_\_.

**TIME AND MATERIALS:**

The Work will be performed on a time and material basis not to exceed \$ \_\_\_\_\_.

Nipomo Community Services District

Contractor

\_\_\_\_\_  
Approved By:  
Title:  
Date:

\_\_\_\_\_  
Approved By:  
Title:  
Date:

**NIPOMO COMMUNITY SERVICES DISTRICT**

**CONTRACTOR INFORMATION  
FOR INCLUSION IN NCSD'S LIST OF BIDDERS**

(This list may be used by NCSD when a determination has been made to bid a project informally)

Company Name	
Address:	
Phone Number	
Fax Number	
Email Address	

Type of Contracting License (A, B, C,)	
Contractor License Number	
Name of License Holder	
Certified DBE (Y/N)	
DBE Number/Certifying Agency	

Type of work interested in and currently licensed to perform (check)

<input type="checkbox"/>	Bridge & Tunnel Construction	<input type="checkbox"/>	Industrial Coatings	<input type="checkbox"/>	Roadway Construction
<input type="checkbox"/>	Building Construction/Remodeling	<input type="checkbox"/>	Landscaping and Irrigation	<input type="checkbox"/>	Signing/Traffic Control
<input type="checkbox"/>	Concrete Retaining Walls	<input type="checkbox"/>	Masonry (incl. retaining walls)	<input type="checkbox"/>	Street Lighting and Traffic Signals
<input type="checkbox"/>	Concrete Rehabilitation / Repair	<input type="checkbox"/>	Minor concrete (incl. flatwork)	<input type="checkbox"/>	Striping
<input type="checkbox"/>	Communication Lines	<input type="checkbox"/>	Painting	<input type="checkbox"/>	Tanks
<input type="checkbox"/>	Excavation	<input type="checkbox"/>	Pipeline Construction	<input type="checkbox"/>	Treatment Facility Equipment Installation / Repair
<input type="checkbox"/>	Hazardous Material Abatement	<input type="checkbox"/>	Playground Equipment Installation	<input type="checkbox"/>	

Other (describe) :	
--------------------	--



TO: BOARD OF DIRECTORS  
FROM: EDWARD KREINS *EM*  
DATE: JUNE 23, 2006



BALLOT FOR LOCAL AGENCY FORMATION COMMISSION (LAFCO)  
ALTERNATE SPECIAL DISTRICT MEMBER

**ITEM**

Ballot for LAFCO Alternate Special District Member

**BACKGROUND**

Paul Hood, Executive Director of LAFCO, is calling for each independent special district to cast a ballot to fill the Alternate Special District member vacancy on the San Luis Obispo LAFCO. The term will expire in December 2009.

The three nominees are:

- Joan Cobin, Director, Cambria Community Services District
- Ed Eby, Director, Nipomo Community Services District
- Robert Sparling, Upper Salinas/Las Tables Resource Conservation District

Attached are information sheets for Ms. Cobin and Mr. Eby.

**RECOMMENDATION**

It is recommended that Your Honorable Board cast its vote for Mr. Ed Eby.

**ATTACHMENT**

LAFCO Information

T:\doc\board matters\board letters 2006\lafco allernate.doc

**LAFCO • The Local Agency Formation Commission**  
**Serving the Area of San Luis Obispo County**

**TO: EACH INDEPENDENT SPECIAL DISTRICT**

**FROM: PAUL L. HOOD, EXECUTIVE OFFICER**

**DATE: JUNE 14, 2006**

**SUBJECT: BALLOT FOR LAFCO ALTERNATE SPECIAL DISTRICT MEMBER**

COMMISSIONERS

BARBARA MANN, Chair  
Special District Member

KATCHO ACHADJIAN  
Vice Chair  
County Member

SHIRLEY BIANCHI  
County Member

DAVID BROOKS  
Special District Member

RICHARD ROBERTS  
Public Member

VACANT  
City Member

ALLEN SETTLE  
City Member

ALTERNATES

VACANT  
Special District Member

TOM MURRAY  
Public Member

JAMES R. PATTERSON  
County Member

DUANE PICANCO  
City Member

STAFF

PAUL L. HOOD  
Executive Officer

RAY BIERING  
Legal Counsel

DAVID CHURCH  
Senior LAFCO Analyst

DONNA J. BLOYD  
Commission Clerk

Three individuals have been nominated to fill the Alternate Special District member vacancy on the San Luis Obispo Local Agency Formation Commission (LAFCO). The term expires in December 2009. The three nominees are as follows:

**Joan Cobin**, Director, Cambria Community Services District  
**Ed Eby**, Director, Nipomo Community Services District  
**Robert Sparling**, Director, Upper Salinas/Las Tables Resource Conservation District

The nomination period expired on June 8, 2006. The Government Code states that "at the end of the nomination period, the Executive Officer shall prepare and deliver, or send by certified mail, to each independent special district one ballot and voting instructions." The ballot is attached. Each independent special district may vote for one nominee.

Please schedule this matter for a vote at your Board of Directors meeting as soon as possible. The completed ballot should be returned to the LAFCO Office **no later than July 17, 2006**. A self-addressed stamped envelope and current Commission Membership Sheet are also enclosed.

Please let me know if you have any questions.

c – Members, Formation Commission

RECEIVED

JUN 15 2006

NIPOMO COMMUNITY SERVICES DISTRICT

1042 Pacific Street, Suite A • San Luis Obispo, California 93401

Tel: 805.781.5795 Fax: 805.788.2072

Copy of document from [www.slolafco.com](http://www.slolafco.com)

# BALLOT FOR LAFCO ALTERNATE SPECIAL DISTRICT MEMBER

Please check just one:

\_\_\_\_\_ **Joan Cobin**, Director, Cambria CSD

\_\_\_\_\_ **Ed Eby**, Director, Nipomo Community Services District

\_\_\_\_\_ **Robert Sparling**, Director, Upper Salinas/Las Tablas Resource Conservation District

From the \_\_\_\_\_  
(Please insert name of Special District)

Board of Director's action was taken on:

\_\_\_\_\_  
(Please insert date of Board action)

# SAN LUIS OBISPO LOCAL AGENCY FORMATION COMMISSION INFORMATION SHEET

**Authority:**

Cortese-Knox-Hertzberg Local Governmental Reorganization Act of 2000 (Government Code Section 56000 et seq.)

**Objective:**

The Local Agency Formation Commission is a regulatory body responsible for the "discouragement of urban sprawl and the encouragement of the orderly formation and development of local governmental agencies based upon local conditions and circumstances."

**Powers:**

LAFCO is required to review and approve or disapprove proposals for boundary changes or governmental reorganizations of cities and special districts, including: (1) the formation of special districts and cities, and (2) the annexation and detachment of territory to cities and special districts. In addition, LAFCO is also required to determine a "sphere of influence" for each local governmental agency within the county. A sphere of influence is a plan for the probable, physical boundaries and service area of the agency; after adoption, it is used by the Commission as a factor considered in review of proposals.

**Membership:**

The Commission is comprised of seven (7) Regular Members (two county, two city, two special district, and one public member) and four (4) Alternate Members (one county, one city, one special district, and one public member) serving four-year terms. Current members and their term expiration dates are as follows:

Barbara Mann	Special District Member Oceano CSD	December 2006
Katcho Achadjian	County Member District 4 Supervisor	December 2009
Shirley Bianchi	County Member District 2 Supervisor	December 2007
David Brooks	Special District Member Templeton CSD	December 2008

Vacant	City Member	December 2007
Allen Settle	City Member City of San Luis Obispo	December 2009
Richard Roberts	Public Member	December 2008
Vacant	Alt. Special District Member	December 2009
Tom Murray	Alt. Public Member	December 2008
James R. Patterson	Alt. County Member	December 2009
Duane Picanco	Alt. City Member City of Paso Robles	December 2006

**Commission Staff:**

The Commission's staff serves in an administrative capacity, reviewing proposals, preparing sphere of influence studies and acting as a liaison with local agencies and the public.

Paul L. Hood	Executive Officer	<a href="mailto:phood@slolafco.com">phood@slolafco.com</a>
Raymond A. Biering	Legal Counsel	
David Church	Senior LAFCO Analyst	<a href="mailto:dchurch@slolafco.com">dchurch@slolafco.com</a>
Donna J. Bloyd	Commission Clerk	<a href="mailto:dbloyd@slolafco.com">dbloyd@slolafco.com</a>

**Meeting Dates:**

Regular meeting dates are the third Thursday of each month at 9:00 A.M. in the Board of Supervisors' Chambers, County Government Center, San Luis Obispo.

**Commission Correspondence:**

**LAFCO**

1042 Pacific Street, Suite A, San Luis Obispo, CA 93401  
Tel: (805) 781-5795 Fax: (805) 788-2072 [www.slolafco.com](http://www.slolafco.com)

# Ballot Information for Election of LAFCO Special District Alternate

Nominee: Joan Cobin



## Current and Recent San Luis Obispo Activities

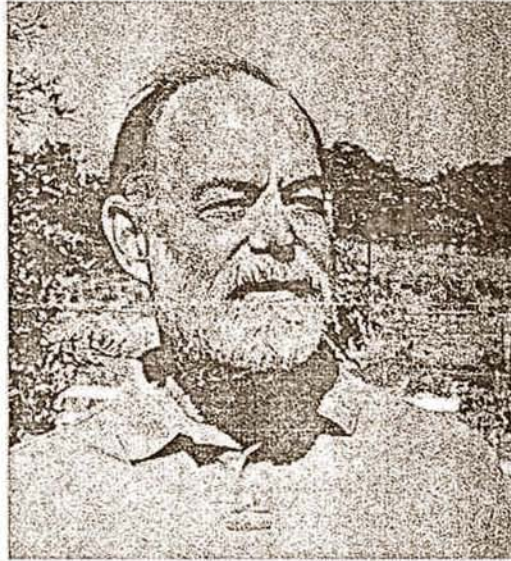
- Cambria Community Services District, Board Member
- Economic Opportunity Commission, Board Member
- Cambria Parks Recreation and Open Space Commission Member
- Community Center of Cambria, Board Member
- Camp Ocean Pines, Board Member
- Cambria Elementary School Bond Committee
- Cambria Historical Society, Committee Member

## Background

Joan is a ten year resident of Cambria since moving from Orange County, California. She retired from California State University, Long Beach having served at varying times as Professor of Nursing, Nursing Department Chair and finally as Director of the CSU Statewide Consortium for Distance Learning. She has an earned PhD in Educational Psychology as well as undergraduate and graduate degrees in Psychiatric Nursing. In addition she served on numerous professional state and national committees, worked as a consultant for the World Health Organization in a number of developing countries and was a Kellogg Fellow Mentor. After retirement from the CSU she was employed by the Kellogg foundation to conduct training seminars for health care professionals in five southern African countries and five in Latin America. The goal of the training was to have them study and integrate innovative learning strategies appropriate to their unique health care education and delivery systems. Joan is a mother of two and a devoted grandmother of nine grandchildren most of whom have traveled with her to a variety of interesting points on the globe.

# Ed Eby

Nominee for LAFCO Alternate Special District Member



## San Luis Obispo County Activities

- Director, Nipomo Community Services District
- Chairman NCSA Supplemental Water Committee
- Chairman, 2006-2007 South County Advisory Council
- Past Elected Representative, Nipomo Community Advisory Council
- Past NCSA Delegate, Nipomo Community Advisory Council
- Member, Water Resources Advisory Committee
- Member, Technical Review Committee, South County Air Quality Mitigation Program
- Advisory Board Member, Dana Adobe Nipomo Amigos
- Member, The Land Conservancy of San Luis Obispo County

Ed frequently testifies on behalf of the South County at LAFCO, Planning Commission and Board of Supervisors hearings.

## Background

Prior to his 1999 retirement from Hughes Space and Communications Co., Ed spent 35 years as a design engineer and program manager in Southern California's aerospace industry. Ed is a UCLA graduate with Bachelor of Science and Master of Science in Engineering degrees, and post-graduate studies in technical and management programs. He has lived in Nipomo for the past 5 years. In his spare time, he enjoys growing native plants, fruits and vegetables.

TO: BOARD OF DIRECTORS  
FROM: ED KREINS  
MADONNA DUNBAR  
DATE: JUNE 21, 2006



CONSIDER PROPOSED WATER CONSERVATION PROGRAM AND POLICY

**ITEM**

Consider adoption of NCSD Water Conservation Program and Policy  
[RECOMMEND ADOPTION]

**BACKGROUND**

The District Conservation / Compliance Specialist, Madonna Dunbar, has been working under the supervision of the Conservation Subcommittee to develop a comprehensive Conservation Program Outline. At this time, the outline specific to the Water Conservation Program (attached) is complete and is ready for formal adoption by the Board of Directors.

The purpose of the Board of Directors adopting the Water Conservation Program formal outline is:

- To provide the District staff with written, accepted guidelines of the Conservation Program goals, components and structure.
- To provide authorization for the conservation specialist to research and develop elements of the program beyond community outreach.

**RECOMMENDATION**

Staff recommends your Honorable Board consider staff presentation, comment and approve the attached Conservation Program and Policy.

**ATTACHMENTS**

Resolution\_Consevation Program  
Water Conservation Program and Policy, Conservation Program Budget (Exhibit A)  
CUWCC BMP's and NCSD status comparison



DRAFT

NIPOMO COMMUNITY SERVICES DISTRICT  
RESOLUTION NO. 2006- Conservation Program and Policy

A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE NIPOMO COMMUNITY SERVICES DISTRICT  
AUTHORIZING THE ADOPTION OF CONSERVATION PROGRAM AND POLICY GUIDELINES

**WHEREAS**, the Nipomo Community Services District Board of Directors pursuant to San Luis Obispo Local Agency Formation Commission (LAFCO) recommendations, has authorized the development of a formal Conservation Program,

**WHEREAS**, the California Urban Water Conservation Council (CUWCC) has developed 14 Best Management Practices (BMP's) as recommendations for municipalities as main areas of focus in developing water conservation programs,

**WHEREAS**, Madonna Dunbar, NCSD Conservation Specialist, following the CUWCC recommendations, along with comparison of complementary local agencies' water conservation programs, has developed specific program goals, objectives and structure defining the NCSD Conservation Program which are detailed in Attachment / Exhibit A ,

**WHEREAS**, the adoption of these guidelines will provide Board of Director approval to the direction of the program and grant District Staff permission to continue with program development,

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE BOARD OF DIRECTORS OF THE NIPOMO COMMUNITY SERVICES DISTRICT AS FOLLOWS:**

1. The Conservation Program be adopted  
On the motion by Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and on the following roll call vote, to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

the foregoing resolution is hereby adopted this 28<sup>nd</sup> day of June, 2006.

\_\_\_\_\_  
Lawrence Vierheilig, President  
Nipomo Community Services District

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Donna K. Johnson  
Secretary to the Board

\_\_\_\_\_  
Jon S. Seitz  
General Counsel

## **Nipomo Community Services District Conservation Program**

**Conservation Program Purpose:** The protection and efficient use of Nipomo's natural resources are in the best interest of the District's current and future residents. The NCS D CARE (Conservation and Resource Education) Program will promote conservation and resource protection, and will primarily rely upon research, educational materials, community outreach and the development of customer incentive programs to reach District conservation goals. The program shall publicize and implement the drought and emergency use policies of the Board of Directors. The program will assist in the development of applicable water conservation ordinances as directed by the Board of Directors related to preserving the long-term viability of Nipomo's natural resources while meeting the community's needs.

**Conservation Program Scope:** The CARE program shall develop outreach in the areas of: Water Conservation, Water Quality Awareness, Solid Waste / Recycling, and Household Hazardous Waste.

**Program Review:** The Conservation Committee shall annually review the Conservation Program's effectiveness. If changes are thought to be desirable, the committee shall make appropriate recommendations to the Board of Directors.

**Scale of the Conservation Programs:** Working in conjunction with ongoing community and regional efforts, the conservation program's educational component is geared at all residents of the Nipomo area. The incentive programs are limited to District customers only. In the event the funding for the rebate/incentive or other conservation program is forecast to be limited or depleted, the District reserves the right to suspend the incentive program component.

The following outline is specific to the Water Conservation Program. (Formal goals and program development in the other conservation areas will follow at a later date.)

**Water Conservation Program:** The Water Conservation Program will promote the efficient use of water through education, community outreach, incentive programs and Board of Director approved water conservation regulations and ordinances, in order to achieve reliable and permanent reductions in the District's per connection demand.

### **Key Water Conservation Program Goals:**

- Maintain the long-term health of the District's primary water source: The Nipomo Mesa sub-area of the Santa Maria Groundwater basin.
- Educate the community on Nipomo's unique water balance, the link between use and supply, and the consumers' responsibility for protecting groundwater quality.
- Promote awareness that Nipomo's water resources are limited and could be seriously affected by long-term drought conditions and groundwater availability.
- Educate the public in water efficient techniques for indoor and outdoor water use.
- Reduce by 15% the District customers' average annual use per connection.
- Provide leadership through example by demonstrating practical and attractive water efficient devices and landscapes on District property and in cooperative arrangements.
- Reduce the operating and maintenance (O&M) costs at District facilities.

- Preserve the capacity of the current resources, thereby delaying the costs and environmental impacts of new water supply facilities.
- Can be evaluated and revised to review the effectiveness of its various elements.
- Be supported by residents of Nipomo by their actions in conserving water.

## **Main Components of the Water Conservation Program:**

### **I) Community Outreach:**

- a. Distribution of water conservation, household hazardous waste and solid waste/recycling education materials tailored to Nipomo residents. This will take the form of flyers, brochures, bill stuffers, press releases, newspaper, radio or television advertisements, as well as, website development. Distribution of literature and promotional materials will occur by direct mailing, newspaper publishing, placement at community public information areas, and by hosting an information booth at local events.
- b. Host relevant speakers and workshops for the community and local schools, on water conservation topics such as low-flow irrigation and the use of native and drought tolerant plants. Promote Water Conservation education in Nipomo schools through sponsorship of appropriate workshops and activities.
- c. Explore collaboration with various county and state agencies promoting water conservation.
- d. Establish a low water use Demonstration Garden at the District office by phased redesign of existing landscaping.
- e. Research and develop water conservation standard specifications for new developments within NCSD jurisdiction, in both indoor and outdoor water use. Encourage existing properties to be retrofitted with water conserving indoor features, and encourage property owners to redesign landscapes to promote low water use.
- f. Identify and target the highest residential and commercial customers and work with them directly to help them reduce their water use.
- g. Provide information and technical assistance to customers on current water-savings technologies.
- h. Other programs as deemed appropriate.

### **II) Customer Incentive Program (CIP) :**

Goal: To encourage water conservation through monetary incentives. In the case of rebates, combine rebates with other agency/utility rebates to increase overall homeowner rebate. Funds for the water conservation incentive/rebate program shall come from existing conservation account.

- a. **Water Saving Device Distribution Program:** free distribution of minor cost, water saving fixtures (aerators, low flow shower heads, shower timers, landscape water gauges, hose nozzles) to District customers.

b. **Customer Leak Detection program:** The conservation program will continue to offer leak detection information and tools (dye tablets) for customers. On a per case basis, field staff may be routed to assist a customer with meter reading services, and basic leak detection on site.

**Optional Components of the above Customer Incentive Program:** *The following shall be researched, reviewed for viability by the Conservation Committee, and when appropriate, submitted for BOD approval:*

c.) **Irrigation Controller Rebate:** To reduce wasted water in household and commercial landscape irrigation, this program component shall encourage customers to upgrade their old irrigation controllers with either 1) site based, weather sensor sensitive irrigation controllers or 2) E-T (evapo-transpiration) controllers, which create a weekly watering schedule based on evapotranspiration data from local weather stations.

d. **'Cash for Grass' Turf Replacement Program** – Research offering a per square foot rebate for lawn removal and replacement with hardscaping, or low water use landscaping.

e. **Ultra – Low Flush Toilet Rebate:** Provide a cash incentive for customers who replace high flow toilets with low flow toilets. Only ultra-low flow (1.6 gallon per flush), meeting all current plumbing and county codes will be eligible for rebates.

f. **High Efficiency Clothes Washer (HEW) Rebate** – offer a rebate for the water-conserving washing machines use only 18 to 25 gallons of water per load, which can save 6,000 or more gallons of water per year. The better water extraction of HEWs also means less drying time and more energy savings, up to 50 percent less energy use per load.

### **III) Conservation Pricing:**

Research multi-tiered rate re-structuring which will work equitably to spread the cost of water use and thereby encourage conservation.

### **IV) Review and Update NCSD Water Conservation Regulations and Ordinances:**

The District Board policies require all future developers to participate in mechanisms, acceptable to the District, intended to ensure that their projects will not increase the District's net consumption and use of groundwater. Besides the Supplemental Water "Tie-In, Buy In" requirement, the following ordinance warrant revisions and submittal for approval with the BOD.

- a. **Develop a New Project Landscape Ordinance** based on local and state recommendations regarding outdoor landscape design and develop water conservation standard specifications for implementation in the will serve/ plan check and review process.

On May 23, 2006, Resolution 2006-197, the San Luis Obispo County Board of Supervisors adopted the modification of Chapter 3 of the South County Area Plan by adding Program 6; Supplemental Water Development Fee, and amended Sections 19.20.240 of the Building and Construction Ordinance, of the San Luis Obispo County Code to include specific water conservation fixtures in all new and as required , existing structures. In addition, the Board of Supervisors amended Section 22.112.020 of the Land Use Ordinance, Title 22 of the San Luis Obispo County Code - adding a new subsection E, defining specific landscape irrigation equipment requirements and 1200 sq. ft. turf area limitations within the Nipomo Mesa Water Conservation Area.

Development of NCSD ordinances and policy regarding water conservation requirements in the building permit / will serve process to provide support enforcement for these new county regulations.

**b. Revise Existing Water Conservation Stages**

As they are currently written, the institution of the mandatory conservation measures hinges upon an established overdraft of water use by District customers, and the established pumping level indicators are set to levels which are outdated (current daily pumping levels exceed the indicator limits). This is a reactive rather than a proactive approach to water conservation measures. Several local agencies have revised their ordinances to be activated when drought conditions are predicted, due to below average rainfall or other factors, such as ground water table levels and expected demand. Consideration of the SLO County Board of Supervisors Designation of Level 3 severity of water supports revision of the current strategies.

**c. Enforcement of Water Conservation Ordinances:**

NCSD Code 3.24.020: Prohibition of certain uses.

A. No customer shall waste water. As used herein the term "waste water" means:

1. Use of potable water to irrigate grass, lawns, groundcover, shrubbery, crops, vegetation and trees between the hours of nine a.m. and six p.m. or in such a manner as to result in run-off for more than five minutes;
2. Use of potable water to wash sidewalks, walkways, driveways, parking lots, open ground or other hard surface areas by direct application;
3. Allow potable water to escape from breaks within the customers plumbing system for more than four hours after the customer is notified or discovers the break;
4. Use of potable water for sewer system maintenance or fire protection training without prior approval by the district. (Ord. 92-65 2, 1992)

Past enforcement of these restrictions has been limited. The Conservation program staff will actively issue warnings for water conservation violations and impose appropriate penalties when necessary. Warnings consisting of door knob hung notification, and / or mailing will inform the customer of the nature of the Water Conservation Ordinance Infraction. Record of violation including date, type and address of violation will be kept by NCSD, and will allow for identification and penalization of repeat violators.

**d. Consider a Retrofit Upon Re-Sale Ordinance** requiring all previously owned properties sold within District boundaries to be retrofitted with low flow shower heads, faucet aerators, and ultra low flow toilets (1.6 gal or lower per flush). Staff works with the seller, buyer, or agent to ensure compliance with the ordinance. The property owner must retrofit all the required water using devices for the entire parcel. An occasional inspection may be required by a District representative in order to verify compliance.

**e. Develop a groundwater monitoring / management program** that provides timely and accurate information regarding the basin water health. Link this program to the Conservation Stage decision making process.

**2006-2007 DRAFT BUDGET CONSERVATION PROGRAM**

<u>WATER CONSERVATION</u>		<u>SUBTOTAL</u>	<u>TOTAL</u>
<i>PUBLICATIONS/OUTREACH LITERATURE (all:water,HHW,recycling)</i>			
Bill Stuffers	6 @ \$750	4,500	
Brochures/Flyers- print in house		2000	
Brochures/Flyers- print outsource		10000	
Pre printed materials (kids books, AWWA)		2000	
Postage 2 annual direct mailings	8000@.50	4000	22500
<i>CUSTOMER PROMOTIONAL/GIVEWAY ITEMS (All items from AM Conservation Group)</i>			
Conservation kits Tampa WCK074	600@7.79	4674	
Low flow showerheads See Tampa Kit price			
Faucet aerators See Tampa Kit price			
Hose nozzles See Tampa Kit price			
Faucet interruptors	500@2.10	1050	
Rain gauges	500@1.00	500	
Soil meter probes	200@3.25	650	
Shipping	1000	1000	7874
<i>REBATE/INCENTIVE PROGRAM</i>			
Controllers rebates	60 @ \$100	6000	
Nipomo Park Test Site	5 @ \$200	1000	
Toilet rebates	30 @ \$100	3000	
Washing machine rebates	50 @ \$100	5000	
mini click rain sensors	50 @ \$20	1000	16000
<i>EDUCATION/OUTREACH PROGRAMS</i>			
<i>STUDENT ART CONTEST</i>			
Prizes		600	
Publicity/ads		300	
Reception		200	
Framing/duplication		300	1400
<i>OUTREACH BOOTH</i>			
Banners		300	
Popup Tent		300	
Folding boards for display		400	
Table,chair,tablecloth		150	
Fees at events		1000	2150
<i>CLASSROOM PRESENTATIONS</i>			
Student books, handouts,		2500	
Envirothon Nipomo HS		500	3000
<i>GARDENING WORKSHOPS</i>			
Stipends to instructors 3 @\$100		300	
Hospitality		200	
Advertising		200	700
<i>DEMO GARDEN phase1</i>			
Re-planting, modify irrigation, educational signage		5000	5000



**California Urban Water Conservation Council**  
**Best Management Practices for Urban Water Conservation**  
**Status of Nipomo Community Services District Conservation Program**  
**June 12, 2006**

CUWCC Best Management Practice (BMP)	Description	NCSD Status
1. Water survey programs for single-family residential and multi-family residential customers	Offer water use surveys to single family residential and multi-family residences. Achieve 20% participation in ten years.	In process. A customer survey about water use is being developed for completion by residents at workshops, public market booth and other outreach. Home water audits being considered.
2. Residential plumbing retrofit	Distribute showerheads, faucet aerators and toilet retrofit devices to residential customers. Achieve 75% retrofit in ten years.	Completed Phase 1: 1998 - 2005 Program to be reopened in 2006/2007 with the distribution of showerheads, faucet aerators and outdoor use water saving devices. .
3. System water audits, leak detection and repair	Perform leak detection on the water distribution system annually; maintain unaccounted for water at less than 10%.	Completed. Unaccounted for water has been less than 7% over the past five years.
4. Metering with commodity rates for all new connections and retrofit of existing connections	Meter all connections and bill by volume of use; retrofit all unmetered connections within ten years.	Completed. All connections are metered and a comprehensive meter maintenance program is in place. (Commercial, Industrial, Irrigation) CII customers required to have separate landscape meter.
5. Large landscape conservation programs and incentives	Provide evapotranspiration based water budgets to 90% of dedicated irrigation meters; offer "water audits" or water budgets to mixed-use meters; provide incentives for irrigation efficiency.	NCSD customer base is primarily residential with a small number of CII accounts. In the past, this BMP was considered ineffective for NCSD. However – reconsideration of that status is in process. Large volume residential customers offered water conservation and leak detection information. CII customers required to have separate landscape meter. "Landscape Water Audits" to be made available on request to all large volume customers after staff training in landscape auditing, August 2006. NCSD customer base is primarily residential use. Black Lake Golf Course irrigated with recycled water.



6.	High efficiency washing machine rebate programs	Support legislation to improve efficiency standards for clothes washers; support incentive programs of energy providers.	In process. NCSD considering a \$100 rebate with PG&E matching \$75 rebate.
7.	Public information programs	Have an active program to inform customers about water conservation.	In process. We are developing community specific public information materials for distribution. Water conservation inserts are provided with bills. NCSD offers annual usage comparison on customer bills. We maintain two conservation information distribution centers; the NCSD office and the Nipomo Library. We are offering an increased amount of conservation information on the NCSD website. We plan to participate with outreach booth at Nipomo community events, participate in Swap Meet and /or Farmers Market in summer; provide speakers to special interest organizations. We will offer 3 free home landscape water conservation workshops Summer 2006. We support the statewide Water Awareness Month campaign each May. We also offer information materials specific to our water system.
8.	School education programs	Distribute appropriate educational materials and provide classroom presentations for K-high school students.	In process. NCSD staff is researching current water quality and water conservation / environmental education programs already offered in Nipomo schools. We plan to supplement these efforts with sponsorship of additional state standard approved curriculum materials, and assembly programs. We plan to offer customer assistance to school operations staff to reduce campus water use. Sponsorship of annual "Water Awareness Student Poster Art Contest".
9.	Conservation programs for all commercial, industrial and institutional accounts	Provide site surveys and incentives for replacement of toilets and other water use fixtures and processes. Achieve 10% participation or 10% savings within ten years.	NCSD customer base is primarily residential with a small number of CII accounts. CII customers required to have separate landscape meter. In the past, this BMP was considered ineffective for NCSD. Review of that status is in process.

10.	Wholesale agency assistance program	Provide financial assistance and technical support for cost-effective BMP's.	Not applicable.
11.	Conservation pricing	Have in place pricing that recovers the cost of providing water service and sewer service, bill uniformly for each unit of water sold or increases as use increases (inclining blocks).	In process. Our rates are heavily weighted to the commodity portion of the charge. Currently using a 2 tiered system with an additional flat rate service fee for water and sewer. In Fall 2007 NCSD will re-approach passage of 3 or 4 tiered rate system. NCSD sewer charges are based on estimated water use.
12.	Conservation coordinator	Have a designated staff position whose duties include oversight of BMP implementation and conservation program management.	Completed. Since February 2006 NCSD has had one full time management position supporting conservation.
13.	Water waste prohibition	Adopt regulations prohibiting "gutter flooding" for all customers and certain wasteful water use systems in new connections. Provide customers with information about efficient water softeners.	Completed. Water Waste Ordinance (NCSD code 92-65) was adopted in Jan. 1992. Any reported water waste incident receives immediate response with follow-up field support and technical assistance. Updated Information about water softeners distributed to Black LakeVillage customers. March, 2006 - Black Lake Village Master Association (BLVMA) banned self regenerating water softener replacement or repair. BLVMA offering \$200 incentive for removal of water softeners in Spring 2006.
14.	Residential ultra-low flow toilet (ULFT) replacement programs	Implement a ULFT replacement program that is at least as effective as requiring replacement of high-flow toilets at resale of property.	Completed. # 857 toilets in the residential sector have been replaced to date in the contractor retrofit program. Free fixtures were available from 1999-2005, until interested party list was exhausted. ULFT's, ULF showerheads and drip irrigation required for all new development.